

# ELECTRICITY CONNECTION CONTRACT

## PART 1 OF 2 – STANDARD TERMS AND CONDITIONS

The Electricity Connection Contract is provided in 2 parts:

**Part 1** – Electricity Connection Contract - Standard Terms and Conditions (this document)

**Part 2** – Schedule to the Electricity Connection Contract – Contract Details which will be:

- For *basic connection services*, a document with a 'B' prefix and identified as Part 2 of the Electricity Connection Contract.
- For *negotiated connection services*, a document with an 'N' prefix and identified as Part 2 of the Electricity Connection Contract.

For *negotiated connection services* that are a part of TasNetworks' Connection Choice, an Addendum A (Standard Construction Terms and Conditions) may also apply depending on your choice of connection process.

You should read both Part 1 and Part 2 of the Electricity Connection Contract (and the Addendum A, if applicable). If you have not received all parts of the Electricity Connection Contract, please visit [www.tasnetworks.com.au](http://www.tasnetworks.com.au) or contact one of our Customer Service Representatives on 1300 13 7008 between 9:00am and 5:00pm (Hobart time), Monday to Friday.

Each combination of this document, and a Part 2 document with a 'B' prefix, is a *model standing offer* from **TasNetworks** to provide *basic connection services*. The **Connection Contract** will only become an agreement between **TasNetworks** and a **Customer** on an **Acceptance of Offer** taking place.

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## PARTIES

**TasNetworks**

AND

The **Customer**

## BACKGROUND

- A. **TasNetworks** holds a distribution licence issued under the **ESI Act** and is registered as a Distribution Network Service Provider under the **Rules** and is permitted to operate its distribution system to distribute electricity in the State of Tasmania.
- B. The **Customer** has requested the **connection services**.
- C. **TasNetworks** has offered to provide the **Customer** with the **connection services** upon entering into this **Connection Contract**.

## OPERATIVE PART

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1. Definitions

In this **Connection Contract**, except where the context otherwise requires, terms in *italics* have the meaning set out in the **National Electricity Laws, Rules or Code** and terms in **bold italics** are defined below:

**Acceptance of Offer** means the **Customer's** acceptance of **TasNetworks'** **Connection Offer** in the form and manner determined by **TasNetworks** from time to time.

**Access Dispute** means:

- (a) a dispute between **TasNetworks** and a **Customer** about:
  - (i) the terms and conditions on which a *basic connection service* is to be provided; or
  - (ii) the proposed or actual terms and conditions of a *negotiated connection contract*; or
- (b) a dispute between **TasNetworks** and a **Customer** about *connection charges*.

**Application** means the application made by the **Customer** or their *retailer*, in which the **connection services** were requested from **TasNetworks** in respect of the **Customer** and the **site**.

<b>Application Form</b>	means the form for making an <b>Application</b> as approved by <b>TasNetworks</b> from time to time.
<b>Assign</b>	includes a change in <b>Control</b> in respect of the relevant <b>party</b> .
<b>authority</b>	means any government or regulatory department, body, instrumentality, <i>Minister</i> , agency or other authority but does not include the <b>parties</b> .
<b>Basic Standing Offer</b>	means <b>TasNetworks</b> ' form of <i>model standing offer</i> to provide <i>basic connection services</i> as determined by <b>TasNetworks</b> from time to time.
<b>business day</b>	means a day that is not: <ul style="list-style-type: none"> <li>(a) a Saturday or Sunday; or</li> <li>(b) observed as a public holiday in Tasmania pursuant to the Statutory Holidays Act 2000 (Tas.).</li> </ul>
<b>cap amount</b>	means the amount as set out in <b>Part 16A</b> .
<b>Code</b>	means the Tasmanian Electricity Code as issued under sections 6(1) and 49A of the <b>ESI Act</b> .
<b>commencement date</b>	means the date advised by <b>TasNetworks</b> to the <b>Customer</b> , which is when <b>TasNetworks</b> has determined to its satisfaction that it has received a valid <b>Acceptance of Offer</b> .
<b>complaint</b>	means a complaint made to <b>TasNetworks</b> by the <b>Customer</b> in accordance with <b>TasNetworks'</b> <b>complaint handling procedure</b> .
<b>complaint handling procedure</b>	means <b>TasNetworks</b> Complaint Policy and Procedure available on <b>TasNetworks'</b> website.
<b>completion</b>	means the <b>connection services</b> have been performed.
<b>confidential information</b>	means any data or information that is not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, and includes any information derived from such information. Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated confidential information. For the avoidance of doubt the information contained in, relating to or provided in accordance with this <b>Connection Contract</b> and all negotiations leading up to its formation is confidential information.
<b>Connection Contract</b>	means the agreement between <b>TasNetworks</b> and the <b>Customer</b> made up of this document, the <b>Acceptance of Offer</b> and the <b>Application Form</b> and <b>Contract Details</b> .
<b>Connection Offer</b>	means a <b>Basic Standing Offer</b> or <b>Negotiated Connection Offer</b> as the context requires.

**connection point**

means:

- (a) for a **Negotiated Connection Offer**, the point at which **TasNetworks' distribution system** is connected to the **Customer's electrical installation**, as set out in **Part 2A**; and
- (b) for a **Basic Standing Offer**:
  - (i) in the case of an *electrical installation supplied* by an underground **consumer mains**, the load-side terminals of the service protection equipment at the end of the underground **consumer mains**; and
  - (ii) in the case of an *electrical installation supplied* by an overhead **service line**, the first *point of connection* of that **service line** on the **site**, being:
    - A. where the **service line** is carried onto the **site** by one or more poles, the first pole on the **site** carrying that **service line**; or
    - B. where the **service line** is connected directly to premises on that **site**, that *connection* to the premises,

noting for clarity that if a **connection point** is moved for any reason, the full span of any affected **service line** that was previously a **TasNetworks** asset, remains a **TasNetworks** asset.

**connection services**

means a service provided by **TasNetworks** to the **Customer** relating to:

- (a) a *new connection* between **TasNetworks' distribution system** and the **site**; or
- (b) a *connection alteration* to an existing *connection* between **TasNetworks' distribution system** and the **site**,

as specified in **Part 2** and **Part 3**.

**consumer mains**

means the **Customer's** mains wiring between the **connection point** and **Customer's** main switchboard.

**consumer price index**

means the Consumer Price Index (All Groups: Weighted Average of Eight Capital Cities for March to March) published by the Australian Bureau of Statistics or, if the Australian Bureau of Statistics ceases to publish the index, a replacement index selected by **TasNetworks** to reflect changes in the cost of living in Australia.

**Contract Details**

means the details set out in the schedule, which will be:

- (a) for **Basic Standing Offers**, a document with a 'B' prefix and identified as Part 2 of the Electricity Connection Contract; or
- (b) for **Basic Standing Offers**, a document with a 'B' prefix and identified as Part 2 of the Electricity Connection

	Contract in the case of a customer for an expedited connection as determined by <b>TasNetworks</b> from time to time; or
	(c) for <b>Negotiated Offers</b> , a document with an 'N' prefix and identified as Part 2 of the Electricity Connection Contract.
<b>Control</b>	means any one or more of the following:
	(a) the ability to exercise the right to vote in respect of more than 50% of the voting shares or other form of voting equity in a corporation;
	(b) the ability to dispose of more than 50% of the shares or other form of equity in a corporation;
	(c) the ability to appoint or remove all or a majority of the directors of a corporation; or
	(d) the ability to exercise the casting of a majority of the votes cast at the meetings of the board of directors of a corporation.
<b>Customer</b>	means the person identified at <b>Part A</b> .
<b>dismantle</b>	means the removal or alteration of a <i>facility</i> (other than through the operation of switching equipment) so that electricity is either unable to be <i>supplied</i> through a <i>connection point</i> or achieve the capacity set out in <b>Part 2</b> .
<b>dispute</b>	means any difference of opinion or absence of agreement between <b>TasNetworks</b> and the <b>Customer</b> about a matter under or arising out of this <b>Connection Contract</b> other than an <b>Access Dispute</b> .
<b>electricity laws</b>	has the same meaning given to <i>energy laws</i> in the <b>National Electricity Laws</b> .
<b>ESI Act</b>	means the Electricity Supply Industry Act 1995 (Tas.).
<b>force majeure</b>	means an act, omission or circumstance over which either <b>party</b> could not reasonably have exercised control, is not caused by either <b>party</b> , and including but not limited to:
	(a) an act of God, fire, flood, earthquake, land slide, volcanic eruption, pandemic, epidemic or quarantine restriction;
	(b) exercise of powers by an <b>authority</b> relating to emergencies, public health or safety or circumstances of a similar nature;
	(c) riots, revolution, civil commotion, malicious damage, sabotage or terrorist activity, act of war (whether declared or not), or warlike operations;
	(d) explosion or nuclear accident;

- (e) industrial action not specific to either party; or
- (f) the novel coronavirus pandemic (known as COVID-19) and including, but not limited to, any related exercise of powers by an **authority** referred to at paragraph (b) above and whether or not existing as at the **commencement date**;

the consequences of which could not have been prevented or avoided by the affected party taking reasonable steps.

**GST** means a goods and services tax imposed under the **GST Act** and related legislation.

**GST Act** means A New Tax System (Goods and Services Tax) Act 1999 (C'th).

**incident** means the occurrence of a physical event which affects or has the potential to affect the flow of electricity from **TasNetworks' distribution system** to the **Customer's electrical installation**, vice versa, or both.

**insolvency event** means a **party** being subject to any of the following events:

- (a) an administrator is appointed or a resolution is passed to appoint an administrator to that person;
- (b) a receiver, receiver manager, official manager, trustee, administrator, other controller (as defined in the Corporations Act 2001 (C'th)) or similar officer is appointed over the assets or undertaking of that person;
- (c) that person enters into or proposes to enter into any arrangement, composition or compromise with or assignment for the benefit of, its creditors or a class of them; or
- (d) that person is deemed by the provisions of the Corporations Act 2001 (C'th) to be insolvent.

**Joint Operating Procedure** means a procedure between **TasNetworks** and the **Customer** to facilitate the **connection**, or **disconnection** and **reconnection**, of the **connection point** and may be in response to:

- (a) **connection**, **energisation**, **de-energisation**, **re-energisation** and/or commissioning of the **electrical installation**;
- (b) **reconnection** after fault of the **electrical installation** and or the **distribution system**;
- (c) **planned disconnection** of the **electrical installation**; or
- (d) **emergency disconnection** of the **electrical installation** from the **distribution system**.

**latent conditions** are:

physical conditions on the **site** or its surroundings, including

artificial things but excluding weather conditions, which differ materially from the physical conditions which should reasonably have been anticipated by **TasNetworks** at the time of the making of the **Connection Offer** if **TasNetworks** had:

- (a) examined all information made available in writing by the **Customer** to **TasNetworks**; and
- (b) examined all information relevant to the risks, contingencies and other circumstances having an effect on the **connection services** and obtainable by the making of reasonable enquiries.

**law**

means:

- (a) those principles of law or equity established by decisions of courts;
- (b) statutes, regulations or by-laws of the Commonwealth of Australia, the State of Tasmania or authority which have the force of law in Tasmania;
- (c) the Constitution of the Commonwealth of Australia;
- (d) the **National Electricity Law** and **electricity laws**;
- (e) the **Code** and any authorisation, including conditions, provided by an **authority** that have the force of law;
- (f) the **Rules** and any guidelines made under the authority of the **Rules**;
- (g) binding requirements and mandatory approvals, including conditions, of the Commonwealth of Australia, the State of Tasmania or an **authority** that have the force of law; and
- (h) guidelines of the Commonwealth of Australia, the State of Tasmania or **authority** that have the force of law.

**maximum demand**

means the *demand* specified in **Part 2C**.

**National Electricity Laws**

means:

- (a) the National Electricity Law as applied in Tasmania pursuant to the Electricity – National Scheme (Tasmania) Act 1999 (Tas.);
- (b) the National Energy Retail Law as applied in Tasmania pursuant to the National Energy Retail Law (Tasmania) Act 2012 (Tas.).

**Negotiated Connection Offer**

means **TasNetworks'** form of offer made to a **Customer** as a result of negotiations between the **parties**.

Note: A **Negotiated Connection Offer** is not a **Basic Connection Offer**.

<b>nominated representative</b>	means a person nominated as such by a party in accordance with subclause 10.1.
<b>notice</b>	means a communication in the form required by clause 10.
<b>Part</b>	means as per the corresponding paragraph in the <b>Contract Details</b> .
<b>party</b>	means <b>TasNetworks</b> or the <b>Customer</b> , or both, as the context requires.
<b>Potential Access Dispute</b>	means an dispute which meets the criteria for an <b>Access Dispute</b> pursuant to the <b>National Electricity Laws</b> but has not been notified to the <b>AER</b> .
<b>personal information</b>	has the meaning given to that term in the <i>Privacy Act 1988</i> (Cth).
<b>protection, controls and alarms</b>	means the equipment listed at <b>Part 14</b> .
<b>retail contract</b>	means the contract between the <b>Customer</b> and their <i>retailer</i> for the sale of electricity.
<b>Rules</b>	means the National Electricity Rules given force and effect under the <b>National Electricity Law</b> .
<b>Service and Installation Rules</b>	means the Service and Installation Rules Manual published by TasNetworks on TasNetworks' website, as amended from time to time.
<b>site</b>	means the property owned or leased by the <b>Customer</b> , the boundaries of which are delineated by the relevant local <b>authority</b> and which may be identified by the address specified in <b>Part A</b> of the <b>Contract Details</b> .
<b>small customer</b>	means a small customer as prescribed by section 5 of Schedule 1 of the National Energy Retail Law (South Australia) Act 2011 as applied in Tasmania by the National Energy Retail Law (Tasmania) Act 2012 (Tas).
<b>supply contract</b>	means a contract for the provision of <b>supply services</b> .
<b>supply services</b>	means <b>TasNetworks</b> ' operation of its <i>distribution system</i> so as to permit the <i>distribution</i> of electricity to the <b>Customer's</b> <i>electrical installation</i> via the <b>connection point</b> up to the <b>maximum demand</b> , provided that such <i>distribution</i> does not result in the exceeding of any <i>constraints</i> on <b>TasNetworks'</b> <i>distribution system</i> .
<b>System Controller</b>	means AEMO or the <b>System Operator</b> , as applicable.
<b>TasNetworks</b>	means Tasmanian Networks Pty Ltd ABN 24 167 357 299 in its capacity as the holder of a <i>distribution licence</i> in the State of Tasmania.
<b>TasNetworks'</b>	means the <i>distribution system</i> and any equipment specified in

**connection equipment**      **Part 4.**

<b>tax and taxes</b>	means all income, stamp, indirect (including goods and services) and other taxes including levies, imposts, deductions, charges, duties, compulsory loans and withholdings (including financial institutions duty, debits tax or other taxes whether incurred by, payable by return or passed on to another person) but does not include any fine, penalty or interest.
<b>tee-ups</b>	means an appointment requested by the <b>Customer's</b> electrical contractor with <b>TasNetworks</b> for the purpose of providing the <b>connection services</b> .
<b>threshold</b>	means the amount set out in <b>Part 16B</b> .
<b>wilful default</b>	means intentional or reckless acts or omissions.

## 1.2. Interpretation

(a) In this document, unless the contrary intention appears:

- (i) a reference to a recital, clause, paragraph, schedule or attachment is a reference to a recital and clause of, and a paragraph, schedule or attachment to, this **Connection Contract** and references to this **Connection Contract** include any schedule or attachment;
- (ii) a reference to this **Connection Contract**, any other agreement or instrument or any provision of any of them includes any amendment, variation or replacement of that agreement, instrument or provision;
- (iii) a reference to a statute, ordinance, licence, **National Electricity Laws, electricity laws, Code, Rules** or other **law** includes regulations and other instruments under, and consolidations, amendments, re-enactments, extensions or replacements of that statute, ordinance, licence, **National Electricity Law, electricity laws, Code, Rules or law**;
- (iv) a reference to a thing (including an amount) is a reference to the whole or any part of it;
- (v) the singular includes the plural and vice versa;
- (vi) the word “person” includes a natural person, firm, body corporate, partnership (whether limited or otherwise), joint venture, trust, an unincorporated association and any **authority**;
- (vii) a reference to a person includes a reference to the person's executors, administrators, successors, and permitted assigns;

- (viii) if a period of time is specified and the period dates from a given day or the day of an act or event, it is to be calculated exclusive of that day and, if a period of time is specified as commencing on a given day or the day of an act or event, it is to be calculated inclusive of that day;
- (ix) a reference to a day is a reference to a period of time commencing at midnight and ending the following midnight;
- (x) a reference to a month is a reference to a calendar month;
- (xi) any agreement, representation, acknowledgement, warranty, indemnity, or agreement by two or more persons (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (xii) a rule of construction does not apply to the disadvantage of a **party** because the **party** was responsible for the preparation of this **Connection Contract** or any part of it;
- (xiii) if a term is defined in clause 1.1, it will take priority over any meaning given to the same term set out in the **National Electricity Laws, electricity laws, Rules or Code**;
- (xiv) if a term in italics is set out in two or more of the **National Electricity Laws, electricity laws, Rules or Code**, the meaning that will apply to that term will be determined by the following order of priority to the extent of any inconsistency:
  - (1) Chapter 5A of the **Rules**;
  - (2) The National Electricity Laws;
  - (3) The **Rules**; and
  - (4) The **Code**.
- (xv) if a term is specifically defined in the **National Electricity Laws, electricity laws, Code, Rules, law** or in this **Connection Contract** other parts of speech and grammatical forms of that term have corresponding meanings; and

(b) Headings are inserted for convenience and do not affect the interpretation of this **Connection Contract**.

### 1.3. Formation of Connection Contract

This **Connection Contract** is formed and will come into operation on the **Customer's** acceptance of the **Connection Offer**.

## 2. TASNETWORKS TO PERFORM CONNECTION SERVICES

**TasNetworks** will perform the **connection services** in accordance with this **Connection Contract**.

## 3. CUSTOMER TO PAY

The **Customer** will pay **TasNetworks** in accordance with this **Connection Contract**.

## 4. REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS

### 4.1. General representations and warranties by both parties

Each **party** represents and warrants to the other **party** that:

- (a) It has the power to enter into this **Connection Contract** and to perform its obligations under this **Connection Contract** and, where necessary, has taken all necessary action to authorise the performance of such obligations; and
- (b) The performance of its obligations under this **Connection Contract** does not violate, breach, conflict with or result in a contravention of any **law** applicable to it in respect of this **Connection Contract**, any provision of its constitutional documents (if any), any order or judgment of any court or **authority** applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets

### 4.2. TasNetworks' representations

All licences that are required of it with respect to this **Connection Contract** have been obtained and are in full force and effect and **TasNetworks** has complied with all conditions of such licences.

### 4.3. Customer's representations, warranties and acknowledgements

The **Customer** represents, warrants and acknowledges to **TasNetworks** that:

- (a) If the **Customer** is not a natural person, it is duly organised and validly existing under the laws of the State of Tasmania;
- (a) That where in the control or authority of the **Customer**, the **Customer** will provide to **TasNetworks'** officers or agents, together with their equipment, a safe, convenient and unhindered access to the **site** so that **TasNetworks** can perform the **connection services**;

- (b) If any consent, authorisation, registration, easement, permission, licence, approval, authority or exemption is required of the **Customer** from **TasNetworks** or any **authority** or third party prior to **TasNetworks** performing some or all of the **connection services**, including any items specifically noted at **Part 9**, the **Customer** will obtain the same and, if not provided by **TasNetworks** in the first instance, provide a certified copy to **TasNetworks** as soon as practicable;
- (c) The **Customer** will:
  - (i) not allow a *supply* of electricity to its *electrical installation* to be used other than at the **site** nor will the **Customer** *supply* electricity so *supplied* to any other person without the prior approval of **TasNetworks**;
  - (ii) not interfere or allow interference with any of **TasNetworks'** equipment which is on the **site** except as may be permitted by **law**;
  - (iii) at all times, make available to **TasNetworks'** officers or agents, together with their equipment, a safe, convenient and unhindered access to **TasNetworks'** equipment on the **site** for any purposes associated with the *supply* or billing of electricity, the inspection and/or testing of the **Customer's** *electrical installation*, or to fulfil the obligations contained in this **Connection Contract** and pursuant to **law** provided that official identification is produced by the officers or agents on request. The **Customer** must provide protective equipment to officers or agents of **TasNetworks** if that is necessary to ensure safe access to the **site**. The **Customer** must comply with any specific requirements set out in Part 8 regarding access to the **site**;
  - (iv) provide and maintain on the **site** any reasonable or agreed facility required by **TasNetworks** to protect any of **TasNetworks'** equipment;
  - (v) at its own expense, maintain the **Customer's** *electrical installation* in a safe condition to the satisfaction of **TasNetworks** or other relevant **authority**;
  - (vi) ensure that the **Customer's** *electrical installation* and any equipment within it (including protective equipment) meets the technical requirements set out in **Part 7** and are adequate, and effectively co-ordinated at all times with the electrical characteristics of **TasNetworks'** *distribution system*;
  - (vii) use the electricity *supplied* to its *electrical installation* in a manner which, in **TasNetworks'** opinion, does not interfere with the *supply* of electricity to other **customers'** *electrical installations* or cause damage or interference to any third party;

- (viii) not take electricity supplied to another *customer's* electrical installation by **TasNetworks** at the **site**; and
- (ix) at its own expense, maintain safe clearances between vegetation on the **site** and *electrical infrastructure* providing *supply* to the **Customer's electrical installation**;
- (d) The **Customer** will ensure that its *facilities* and any equipment within it that is connected to the *distribution system* (including its **protection, controls and alarms**) complies with the **Rules** and **Service and Installation Rules**;
- (e) The **Customer** will operate and maintain its *electrical installation* in compliance with the **Rules** and **Service and Installation Rules** and so that it does not adversely affect the operation of **TasNetworks' distribution system**;
- (f) The **Customer** will use reasonable endeavours (taking into consideration the proper operation of the *power system*) to ensure that the electricity *supply* required by the **Customer** in respect of its *electrical installation* does not exceed the **maximum demand**;
- (g) If **TasNetworks** is unable to continue to satisfy the **Customer's maximum demand** without installing a new *substation*, the **Customer** will sell or lease (for a nominal charge) to **TasNetworks** the land upon which a new substation can be installed by **TasNetworks** in order to allow **TasNetworks** to satisfy that **maximum demand**;
- (h) The **Customer** will not *connect* a *generating system* to the *electrical installation* or change an existing *connection* unless authorised in writing by **TasNetworks**;
- (i) The **Customer** will have a *retailer*;
- (j) If **TasNetworks** requires a **Joint Operating Procedure**, **TasNetworks** and the **Customer** will develop, agree, and comply with that procedure; and
- (k) The **Customer** acknowledges that this **Connection Contract** does not cover the sale or *supply* of electricity. The sale of electricity is covered under the **retail contract** the **Customer** may have with their *retailer*. The *supply* of electricity is covered under the **supply contract** the **Customer** may have with the holder of a *distribution licence* in the State of Tasmania.

#### **4.4. Representations, warranties, and acknowledgements are continuing and separate**

- (a) The representation, warranty, and acknowledgement given in subclauses 4.1, 4.2 and 4.3 are not affected by any variation to any other clause, or any paragraph, schedule or attachment, termination or expiry of this **Connection Contract**.

(b) Each representation, warranty, and acknowledgement given in subclauses 4.1, 4.2 and 4.3 are separate representations, warranties, and acknowledgements and its interpretation is not restricted by any reference to or inference from any other statement.

#### **4.5. Survives expiration or termination of Connection Contract**

Subclause 4.3(c)(ii) survives for a period of six (6) months after the termination or expiry of this **Connection Contract**.

### **5. CUSTOMER'S OBLIGATIONS**

#### **5.1. Payment**

The **Customer** will pay **TasNetworks** for the **connection services** in the manner set out at **Part 10**.

#### **5.2. Protection, controls and alarms**

The **Customer** must provide and maintain the **protection, controls and alarms** (if any) specified in **Part 14** at the **connection point**.

#### **5.3. Latent conditions**

(a) If the **Customer** becomes aware of a **latent condition**, or reasonably suspects that a **latent condition** may exist, at any time the **Customer** must inform **TasNetworks** as soon as possible.

(b) If requested by **TasNetworks** in response to being informed under clause 5.3(a), the **Customer** must give **TasNetworks** a written **notice** of the general nature of the **latent condition**, or the suspected **latent condition**, and any other related information requested by **TasNetworks**.

(c) If **TasNetworks** accepts that a **latent condition** exists:

- (i) where there has been no **Acceptance of Offer** – **TasNetworks** immediately withdraws any current **Connection Offer**; or
- (ii) where there has been an **Acceptance of Offer**, this **Connection Contract** is terminated immediately.

Note: Where a **Connection Offer** is withdrawn, or a **Connection Contract** is terminated, under clause 5.3**Error! Reference source not found.**, the **Customer** may approach **TasNetworks** to negotiate an Electricity Connection Contract with **TasNetworks**.

#### **5.4. Other obligations**

- (a) The **Customer** will meet all obligations specified under **Part 15**.
- (b) The **Customer** will comply with any reasonable requirements of **TasNetworks** and **TasNetworks'** authorised personnel where these are necessary to ensure the safe operation of the *distribution system* as determined by **TasNetworks** in accordance with its obligations under the *law*.
- (c) The **Customer** will take all reasonable steps to assist **TasNetworks** to provide the **connection services**. Where **TasNetworks'** provision of the **connection services** is delayed due to an act or omission of the **Customer**, **TasNetworks** is entitled to charge **Customer** its reasonable costs incurred in respect of that delay, subject to the **cap amount** for any one event or series of events.

## 5.5. Metering

- (a) The **Customer** acknowledges that:
  - (i) a *metering coordinator* and its *metering provider* will be responsible for the *metering installation*. **Small customers** must arrange their *metering installation* through their *retailer*;
  - (ii) **Customer** must have an appropriate *metering installation* installed at the **site**. The **Customer** acknowledges that the *metering installation* must be installed before *supply* of electricity can occur under any **supply contract**; and
  - (iii) the *metering installation* must be installed and maintained by an appropriately qualified electrical contractor and in accordance with the **electricity laws** and **Service and Installation Rules**.

## 6. TASNETWORKS' OBLIGATIONS

### 6.1. Time

- (a) Subject to clause 1.1(a), **TasNetworks** will complete the **connection services** by the time stated in **Part 3C**.
- (b) The **Customer** will grant **TasNetworks** a reasonable extension of time to complete the **connection services** if there is a delay caused by:
  - (i) an act or omission of the **Customer**; or
  - (ii) an act or omission of the *retailer*, *metering coordinator* or *metering provider* in relation to the *metering installation*; or
  - (iii) a force majeure; or

(iv) tee-ups.

## 6.2. Latent conditions

(a) If **TasNetworks** accepts that a **latent condition** exists under clause 5.3(c) it must give a **notice** to the **Customer** as soon as possible that specifies at a minimum:

- (i) the **latent condition** that TasNetworks accepts exists;
- (ii) a statement that:
  - (1) any **Connection Offer** is withdrawn; or
  - (2) the **Connection Contract** is terminated immediately, whichever is appropriate;
- (iii) a statement that the **Customer** may consider negotiating a connection contract with **TasNetworks**; and
- (iv) any statement required by law.

(b) If **TasNetworks** becomes aware of a **latent condition** at any time and **TasNetworks** has not already been informed by the **Customer** of the same **latent condition** under clause 5.3(a):

- (i) where there has been no **Acceptance of Offer** – **TasNetworks** immediately withdraws any current **Connection Offer**; or
- (ii) where there has been an **Acceptance of Offer**, this **Connection Contract** is terminated immediately.

Note: Where a **Connection Offer** is withdrawn, or a **Connection Contract** is terminated, under clause 5.3, the **Customer** may approach **TasNetworks** to negotiate an Electricity Connection Contract with **TasNetworks**.

(c) Where **TasNetworks** becomes aware of a **latent condition** in accordance with 1.1(a) it must give a **notice** to the **Customer** as soon as possible that specifies at a minimum:

- (i) the **latent condition** identified and the respects in which that condition differs from the anticipated condition of the **site**; and
- (ii) the information as set out under clauses 6.2(a)(ii) to (iv).

## 6.3. Provision, operation and maintenance of connection equipment

Subject to the **electricity laws**, **TasNetworks** is responsible for the provision, operation and

maintenance of **TasNetworks' connection equipment**.

#### **6.4. Technical requirements**

The rating of **TasNetworks' connection equipment** must be sufficient to achieve the **maximum demand**.

### **7. LIABILITY**

#### **7.1. Non-application to small customers**

If the **Customer** is a **small customer**, only subclauses 7.2(b), and 7.4(a) will apply.

#### **7.2. Liability under the *Connection Contract***

(a) In the event that:

- (i) an act or omission of **TasNetworks** or any of its **nominated representatives** is attributable to the failure to observe *good electricity industry practice* in relation to the **connection services** under this **Connection Contract**; or
- (ii) an act or omission of a **party** or any of its **nominated representatives** is attributable either to the **wilful default** or negligence of that **party** under this **Connection Contract**, and

causes any loss or damage to be suffered or incurred by the other **party**, the liability of the **party** to the other **party** will be limited to the aggregate of the amounts under subclauses 1.1(c)(iii) to 1.1(c)(iv) and is subject to subclause 7.3:

- (iii) the direct loss or damage to the plant and equipment of the other **party**;
- (iv) death or personal injury to officers, agents or employees of the other **party**; and
- (v) recovery of third party claims against the other **party** for physical loss or physical damage only.

(b) The **Customer** acknowledges that **TasNetworks** is a party to this **Connection Contract** solely in its capacity as *Distribution Network Service Provider*. **TasNetworks** will not in any circumstances bear any liability under this **Connection Contract** in any other capacity including that of *retailer*.

#### **7.3. Cap on amounts**

- (a) The aggregate amount recoverable by one **party** from the other **party** under subclauses 1.1(c)(iii) and 1.1(c)(iv) is limited to the **cap amount** for any one event or series of events.

#### 7.4. Limitations on liability

In addition to the limitations on liability provided in the **electricity laws**:

- (a) Unless the Competition and Consumer Act 2010 (C'th) or equivalent State and Territory legislation requires it, **TasNetworks** gives no condition, warranty or undertaking, and **TasNetworks** make no representation to the **Customer**, about the condition or suitability of electricity, its quality, fitness for purpose or safety, other than those set out in the **Connection Contract**.
- (b) Each **party's** liability under this clause 7 will be reduced proportionally by the extent that the **wilful default**, negligent act or omission of the other **party** or officers, employees or agents of the other **party** contributes to the loss or damage.
- (c) **TasNetworks** will not be liable to the **Customer** if the loss or damage suffered by the **Customer** results from action taken by **TasNetworks** under direction from the **System Controller** (other than a direction given as a consequence of a failure by **TasNetworks** to comply with this **Connection Contract**) or any act or omission by the **System Controller** in the discharge of its functions.
- (d) The **Customer** will not be liable to **TasNetworks** if the loss or damage suffered by **TasNetworks** results from action taken by the **Customer** under direction from the **System Controller** (other than a direction given as a consequence of a failure by the **Customer** to comply with this **Connection Contract**) or any act or omission by the **System Controller** in the discharge of its functions.
- (e) Except for an order of or award by the **Ombudsman**, in no event or circumstance other than as specified in subclauses 7.2, 5.4(c) and 1.1(b) will either **party** or any of its **representatives** be liable to the other **party** under this **Connection Contract** whether for direct or consequential loss or damage of any type.
- (f) **TasNetworks** will not be liable to the **Customer** during the period when the right to suspend performance under clause 13 has arisen regardless of whether **TasNetworks** has exercised that right.

#### 7.5. Threshold and timing limitations

A **party** may not claim against the other **party** under this clause 7:

- (a) unless details of the claim have been given to the other **party** within twelve (12) months of the occurrence giving rise to the claim; or
- (b) if the amount of the claim in respect of an **incident** or series of associated **incidents** is less than the **threshold**.

## 8. CONFIDENTIAL INFORMATION

### 8.1. Non-disclosure

Subject to subclause 8.2, **TasNetworks** and the **Customer** will not disclose any of the other **party's confidential information**.

### 8.2. Exceptions

Subclause 8.1 does not prevent disclosure of **confidential information** by a **party**:

- (a) where the **party** is required by **law** to disclose the information or where the **party**, acting reasonably, discloses the information in the course of legal proceedings;
- (b) to the **party's** solicitors;
- (c) to any consultant, bank, financier, insurer or professional adviser to the **party** (other than the **party's** solicitors) who has entered into a confidentiality undertaking with similar effect to this clause 8, but which:
  - (i) does not contain a provision corresponding to this subclause 1.1(b); and
  - (ii) obliges the **party** to enforce its rights under that confidentiality undertaking if and to the extent required by the other **party**;
- (d) with the consent of the other **party**;
- (e) to the extent required by a lawful requirement of any **authority** or any stock exchange having jurisdiction over a **party** or its **related bodies corporate**;
- (f) to its **related bodies corporate**, but only on the basis permitted under subclause 1.1(b);
- (g) in the context of the sale of any shares in or the sale of, or lease of, the assets of either **party**, to any consultant, bank, financier, insurer or professional adviser to a prospective purchaser or lessee of the relevant shares or assets as the case may be and the prospective purchaser or lessee but only on the basis permitted under subclause 1.1(b); or
- (h) to the **System Controller** as required by this **Connection Contract**, the **electricity laws**, the **Code**, **Rules** or **law**.

### **8.3. Enforcing confidentiality undertaking**

Where a **party** has entered into a confidentiality undertaking pursuant to clause 1.1(b), that **party** must enforce its rights under the confidentiality undertaking to the extent reasonably required by the other **party**.

### **8.4. Survive expiration or termination of Connection Contract**

The obligations contained in subclause 8.1 will survive the expiry or termination of this **Connection Contract**.

## **9. PRIVACY**

### **9.1. Non Disclosure**

**TasNetworks** will not disclose the **Customer's personal information** except as provided for in clause 9.2, and all personal information will be handled in accordance with the **TasNetworks** privacy policy.

### **9.2. Exceptions**

**TasNetworks** may disclose the **Customer's personal information**:

- (a) if required or permitted by **law**;
- (b) if required or permitted by any **authority**;
- (c) where the **Customer** has given written consent; or
- (d) to the **Customer's retailer, metering coordinator or metering provider** to the extent that the information is required to provide **connection services** or **supply services** in respect of the **Customer** at the **site**.

### **9.3. Survive expiration or termination of Connection Contract**

This clause 9 will survive the expiry or termination of this **Connection Contract**.

## **10. NOTICES**

### **10.1. Nominated Representatives**

- (a) Either **party** may elect to appoint a **nominated representative** for the purposes of this clause 10.
- (b) Any such appointment must be **notified** to the other **party**.

### **10.2. Notice required**

- (a) Where any communication is required to be by **notice**, that **notice** must be given by a **party** or their **nominated representative**.
- (b) A **notice** must be:
  - (i) delivered by hand to the usual business address of the **party** and any **nominated representative**; or
  - (ii) sent by registered or certified post (airmail if posted to or from a place outside Australia) to the usual business address of the **party** and any **nominated representative**; or
  - (iii) sent by facsimile to the facsimile number of the usual business address of the **party** and any **nominated representative**; or
  - (iv) sent by email to the email address of the **party** and any **nominated representative**.

#### 10.3. Receipt

- (a) A **notice** will be effective on receipt.
- (b) A **notice** delivered by hand to the address of a **party** or any **nominated representative** is taken to be received if it is handed (with or without acknowledgment of delivery) to any person at that address who, in the reasonable judgement of the person making the delivery (upon making appropriate enquiries), represents themselves and appears to be an officer of the **party**.
- (c) A **notice** sent by post is taken to be received 6 days after posting (or 10 days after posting if sent to or from a place outside Australia).
- (d) A **notice** sent by email is taken to be received at the time a receipt notice is delivered or otherwise at the time the email is sent, unless the sender receives notification within 12 hours of sending the notice that the email has not been delivered or has been delayed in delivery.
- (e) If a **notice** is received on a day which is not a **business day** or after 4.00 pm on a **business day** in the place of receipt, it is taken to be received on the next **business day**.

### 11. COMPLIANCE WITH THE LAW AND LICENCES

- (a) Each **party** agrees that:

- (i) it will use all reasonable efforts to maintain in full force and effect, and to comply with, all applicable licences (which for the purposes of this clause 11 includes any consent, authorisation, registration, easement, permission, licence, guidelines, approval, authority or exemption by or with an **authority**) and will use all reasonable efforts to obtain any licences that become necessary in the future; and
- (ii) will to the extent relevant to this **Connection Contract** comply with the **law** and **Service and Installation Rules** unless agreed to the contrary between the **parties** in accordance with the **law**.

(b) **TasNetworks** will perform its obligations under this **Connection Contract** in accordance with applicable standards of *good electricity industry practice*.

## 12. GOVERNING LAW

### 12.1. Governing law

- (a) This **Connection Contract** will be governed by the laws of Tasmania.
- (b) Each **party** irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Tasmania, the Federal Court of Australia in Tasmania and courts of appeal from them for determining any **dispute** or **complaint** concerning this **Connection Contract**.

### 12.2. Structure of the law

- (a) If the **law** changes from the form existing at the **commencement date**, and:
  - (i) where there has been no **Acceptance of Offer** and the **Connection Offer** is materially affected by that change, **TasNetworks** immediately withdraws any current **Connection Offer**; or
  - (ii) where there has been an **Acceptance of Offer** and the **Connection Contract** is materially or significantly affected by that change **TasNetworks** reserves the right to terminate the **Connection Contract**.
- (b) Future amendments to the law which are anticipated to affect this **Connection Contract** are noted for the **parties**' information only in **Part 17**.

## 13. BREACH OF THIS **CONNECTION CONTRACT**

### 13.1. Breach

Subject to clause 13.2, if:

- (a) a **party** fails to comply with a provision of this **Connection Contract** which, other than an obligation to pay money, is capable of being remedied and fails to remedy that failure within a reasonable time (being not less than sixty (60) days) specified in a **notice** from the other **party** requiring the remedy of the failure; or
- (b) a **party** fails to comply with a provision of this **Connection Contract** which obliges it to pay money to the other **party** and fails to remedy that failure within a reasonable time (being not less than twenty (20) days) specified in a **notice** from the other **party** requiring the remedy of the failure; or
- (c) a **party** suffers an **insolvency event**,

then that **party** (the “Defaulting Party”) will be in breach of this **Connection Contract**.

### 13.2. Failure to attain permissions

- (a) If the **Customer** has used reasonable efforts but nonetheless failed to satisfy clause 4.3(b); and
- (b) The requirements of clause 4.3(b) remain outstanding within a reasonable time (being not less than twenty (20) days) specified in a **notice** from **TasNetworks** to the **Customer** requiring the remedy of the failure,

the **Customer** will not be in breach of this **Connection Contract**, however **TasNetworks** may terminate this **Connection Contract** immediately.

### 13.3. Notice of breach

If a **party** is in breach of this **Connection Contract** under subclause 13.1, the other **party** is entitled to serve **notice** on the Defaulting Party and, if after the expiration of five (5) **business days** from the receipt by the Defaulting Party of the **notice** in the case of a breach under subclauses 1.1(a) and (a) and otherwise immediately, the other **party** reasonably believes that:

- (a) the Defaulting Party is still in breach of this **Connection Contract**; and
  - (i) if the breach is capable of being remedied, a remedy is not being diligently pursued; or
  - (ii) if the breach is incapable of being remedied;

then the other **party** may:

- (b) suspend the performance of all or part of its obligations under this **Connection Contract** until it chooses to lift the suspension or the breach is remedied;
- (c) disconnect the **connection point**; or

- (d) terminate this **Connection Contract** (either as an alternative to suspension or disconnection or during any period of suspension or disconnection).

#### **13.4. Rights, liabilities and obligations upon termination**

Termination, expiry, or merger will not affect any rights, liabilities or obligations which may have accrued prior to termination, expiry, or merger of this **Connection Contract**.

### **14. COMPLAINT HANDLING PROCEDURE**

#### **14.1. Choosing the correct Complaint Handling Procedure**

- (a) For **Access Disputes**, see clause 14.2.
- (b) For **disputes**, see clause 14.3.

#### **14.2. Access Disputes only**

- (a) Either **party** may notify the Australian Energy Regulator of the existence of an **Access Dispute** and follow the procedures set out in Part 10 of the *National Electricity Law*.
- (b) If neither party notifies the Australian Energy Regulator of an **Access Dispute** in accordance with clause 1.1(a), the parties will resolve an **Access Dispute** in accordance with clause 14.3.
- (c) If a **party** notifies the Australian Energy Regulator of the existence of an **Access Dispute** in accordance with clause 1.1(a), any **Potential Access Dispute** being considered in accordance with clause 14.3 will immediately cease.

#### **14.3. Disputes Generally**

The obligations as between **TasNetworks** and a **Customer** in respect of a query, **dispute**, or **complaint** are:

- (a) A Customer may, if they have a query, complaint, dispute, or **Potential Access Dispute** contact **TasNetworks**;
- (b) **TasNetworks** will handle a **complaint**, **dispute**, or **Potential Access Dispute** made by a **Customer** in accordance with **TasNetworks'** standard **complaints handling procedures**, which can be found on **TasNetworks'** website or provided to the **Customer** on request;
- (c) **TasNetworks** must inform the **Customer** of the outcome of **TasNetworks'** handling of their **complaint**, **dispute**, or **Potential Access Dispute**;
- (d) if the **Customer** is not satisfied with **TasNetworks'** response to the **Customer's** **complaint**, **dispute**, or **Potential Access Dispute**, the **Customer** has a right to refer the matter to the **energy ombudsman** by any of the following means:

Telephone: 1800 001 170  
Email: energy.ombudsman@ombudsman.tas.gov.au  
Fax: (03) 6173 0231  
Street: NAB House, Level 6, 86 Collins Street, Hobart  
Post: GPO Box 960 Hobart 7001

#### **14.4. Opting out of complaint handling procedure**

If the **Customer** is a *large customer*, **TasNetworks** and the **Customer** may agree to not use **TasNetworks'** standard **complaint handling procedure** concerning a particular **dispute**, **Potential Access Dispute** or **complaint**, which will only be effective if in writing and signed by both **parties**.

#### **14.5. Amicable resolution**

The **parties** acknowledge their desire that all questions or differences whatsoever which may arise between the **parties** concerning this **Connection Contract** or its subject matter be resolved amicably by bona fide discussions between them.

#### **14.6. Continued performance**

Notwithstanding the fact that any **dispute**, **Access Dispute**, **Potential Access Dispute** or **complaint** between the **parties** is to be or is already being dealt with in accordance with clause 14.2 or clause 14.3, or is subject to legal proceedings, the **parties** will continue to comply with, observe, and perform their respective obligations and duties and may exercise their respective rights under this **Connection Contract** as if the **dispute**, **Access Dispute**, **Potential Access Dispute** or **complaint** had not arisen to the extent that such obligations and duties are not the subject of any **dispute**, **Access Dispute**, **Potential Access Dispute** or **complaint** and then only to the extent reasonably practicable.

### **15. TERMINATION, MERGER AND AMENDMENT**

#### **15.1. Termination pursuant to this Connection Contract**

- (a) This **Connection Contract** will terminate:
  - (i) upon the **Customer's Supply Contract** being terminated;
  - (ii) upon the **Customer** entering into a new contract in relation to the **site** for the provision of the same or similar **connection services**;

- (iii) at TasNetworks' option, where otherwise than by TasNetworks' breach of this **Connection Contract**, **completion** has not been achieved within 12 months of the formation of the **Connection Contract**, or such other time as may be specified in Part 2, in which case the **Customer** will need to make a new application; or
- (iv) otherwise pursuant to:
  - (i) clause 13 (Breach of this Connection Contract); or
  - (ii) clauses 5.3 or 6.2 (Latent conditions).

### 15.2. Consequences of termination

- (a) **TasNetworks** is entitled to *disconnect*, **dismantle** and remove any of **TasNetworks'** **connection equipment** in respect of the **site** upon termination of this **Connection Contract**.
- (b) **TasNetworks** will consider any specific and credible proposal by the **Customer** not to **dismantle** or remove such of **TasNetworks' connection equipment** in respect of the **site**. Any arrangement **TasNetworks** reaches with the **Customer** will be based on fair and reasonable commercial terms and conditions in accordance with **TasNetworks'** *distribution licence* and assets and will form a new agreement between the **parties**.
- (c) If this **Connection Contract** is terminated in accordance with clause 13 or 1.1(c)(ii), the **Customer** will make payment to **TasNetworks** for all charges associated with the **connection services** completed (in accordance with the **electricity laws**), and any additional costs reasonably incurred, up to the date of termination as calculated by **TasNetworks**, and provided that such costs do not exceed the amount of the **Connection Offer**.
- (d) **Customer** must destroy, or return to **TasNetworks**:
  - (i) all **confidential information** provided by **TasNetworks** to **Customer** under the terms of the **Connection Contract**, as soon as reasonably practicable following the date of termination; and
  - (ii) any other data and information provided by **TasNetworks** to **Customer** under the terms of the **Connection Contract**, within 5 **business days** of a request by **TasNetworks** in writing.

### 15.3. Supply Contract

- (a) Upon the **Customer** entering into a **Supply Contract**, the terms and conditions of this **Connection Contract** form additional terms and conditions to that **Supply Contract**.

- (b) If there is any inconsistency between the **Supply Contract** and the **Connection Contract**, the **Supply Contract** prevails to the extent of the inconsistency.

#### **15.4. Amendment**

- (a) If this **Connection Contract** is amended by function of or as a reasonable response to an alteration to the **National Electricity Laws**, the **Customer** will be advised in accordance with the **Rules**.
- (b) Any amendments or alterations required by either of the **parties** to this **Connection Contract** will have effect and become operational only upon such amendments being made in writing and executed by both **parties** unless otherwise provided for in this **Connection Contract**.

### **16. MISCELLANEOUS**

#### **16.1. Waiver**

No failure to exercise and no delay in exercising any right, power or remedy under this **Connection Contract** will operate as a waiver unless provided in writing and signed by the relevant **party**. No single or partial exercise of any right, power or remedy will preclude any other or future exercise of that or any other right, power or remedy.

#### **16.2. Entire Agreement**

Subject to the application of clause 15.3, this **Connection Contract** constitutes the entire understanding of the **parties** on its subject matter and supersedes any and all other representations or statements by either **party** or its **representatives**, whether oral or in writing, made prior to the **commencement date**.

#### **16.3. Severability**

Any provision of this **Connection Contract** which is invalid or unenforceable in any jurisdiction is, if possible, to be read down for the purposes of that jurisdiction so as to be valid and enforceable, and is otherwise severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this **Connection Contract** or affecting the validity or enforceability of that provision in any other jurisdiction.

#### **16.4. Assignment**

- (a) The **Customer** may only **assign** its rights and obligations under this **Connection Contract** with the prior written consent of **TasNetworks**. **TasNetworks** must not unreasonably withhold its consent if the proposed assignee is, in **TasNetworks'** opinion, capable of carrying out the **Customer's** obligations under this **Connection Contract**; and
- (b) **TasNetworks** may **assign** its rights or novate its rights and obligations under this **Connection Contract** without restriction.

#### **16.5. No precedent**

Nothing in this **Connection Contract** will operate or be taken by either **party** to be a precedent as to the form or substance of any new (or supplementary) terms and conditions or other agreement which may be entered into between the **parties**.

#### **16.6. No third party rights**

Except as specifically provided in this **Connection Contract**, the **parties** do not intend to create rights in or grant remedies to any third party as a beneficiary of this **Connection Contract** and all covenants, stipulations, promises, representations, warranties, acknowledgements and agreements contained in this **Connection Contract** are for the sole and exclusive benefit of the **parties**.

#### **16.7. Costs**

Each **party** is to bear its own costs in negotiating, preparing and executing this **Connection Contract**.

#### **16.8. Further actions**

Each **party** must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this **Connection Contract**.

#### **16.9. Counterparts**

This **Connection Contract** may be entered into in any number of counterparts, and counterparts may be exchanged by electronic transmission, each of which will be deemed an original, but all of which, taken together, constitute one and the same instrument.

#### **16.10. Electronic signatures**

Each **party** acknowledges and agrees that if this **Connection Contract** is signed electronically that:

- (a) prior to the execution of this **Connection Contract** that it consented to the **Connection Contract** being electronically signed;
- (b) the delivery of a counterpart of this **Connection Contract** bearing an electronic signature rather than a wet ink signature is deemed to bind the **party** whose signature is so represented; and
- (c) it will be bound by, have complied with and will comply with the relevant electronic transactions legislation in relation to the execution of this **Connection Contract**.